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ATI Technologies Systems Corp., ATI Research
7 Silicon Valley Inc., and ATI Research, Inc.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11 In re ATI Tech. HDCP Litigation

Case No.: 5:06-CV-01303-JW HRL

Assigned to The Honorable James Ware

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13
14 STIPULATED PROTECTIVE ORDER
AS AMENDED BY THE COURT
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1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order (“Order”). The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords extends
8 only to the limited information or items that are entitled to confidential treatment under the
9 applicable legal principles. The parties further acknowledge, as set forth in Section 10 below, that
10 this Stipulated Protective Order creates no entitlement to file confidential information under seal;
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards
12 that will be applied when a party seeks permission from the Court to file material under seal.

13 2. DEFINITIONS

14 2.1 Party: Any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and outside counsel (and their support staff).

16 2.2 Disclosure or Discovery Material: All items or information, regardless of
17 the medium or manner in which the same was or is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, or tangible things) that are produced or generated in
19 disclosures or responses to discovery in this matter.

20 2.3 “Confidential” Information or Items: Information (regardless of how
21 generated, stored or maintained) or tangible things that qualify for protection under standards
22 developed under F.R.C.P. 26(c).

23 2.4 Receiving Party: A Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 2.5 Producing Party: A Party or non-party that produces Disclosure or
26 Discovery Material in this action.

27 2.6 Designating Party: A Party or non-party that designates as “Confidential”
28 information or items produced in disclosures or in responses to discovery in this action.

2.7 Protected Material: Any Disclosure or Discovery Material that is designated as “Confidential.”

2.8 Outside Counsel: Attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action.

2.9 In-House Counsel: Attorneys who are employees of a Party.

2.10 Counsel: Outside Counsel and In-House Counsel, as well as their respective support staffs.

2.11 Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this action and who is not a past or current employee of a Party or of a competitor of a Party, and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.12 Professional Vendors: Persons or entities that provide litigation support services (such as photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, and retrieving data in any form or medium), and their employees and subcontractors, etc.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by Parties or Counsel to or in court or in other settings that might reveal Protected Material.

4. DURATION

Even after the termination of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. The court shall retain jurisdiction to enforce the terms of this order for six months after final termination of the action.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 Party or non-party that designates information or items for protection under this Order must take
4 care to limit any such designation to specific material that qualifies under the appropriate
5 standards. A Designating Party must take care to designate for protection only those parts of
6 material, documents, items, or oral or written communications that qualify -- so that other portions
7 of the material, documents, items, or communications for which protection is not warranted are
8 not swept unjustifiably within the ambit of this Order.

9 Mass, indiscriminate designations are prohibited. Designations that are shown to
10 be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily
11 encumber or retard the case development process, or to impose unnecessary expenses and burdens
12 on other parties, among other like things or actions) are prohibited.

13 If it comes to a Party's or a non-party's attention that information or items that it
14 designated for protection do not qualify for protection after all, that Party or non-party must
15 promptly notify all other parties that it is withdrawing the mistaken designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this
17 Order, or as otherwise stipulated or ordered, material that qualifies for protection under this Order
18 must be clearly so designated by the Designating Party before the material is disclosed or
19 produced, if the Designating Party is the Party or non-party disclosing or producing the material as
20 to which protection is sought.

21 To the extent any Party or non-party wishes to designate as "Confidential"
22 Disclosure or Discovery Material that it did not itself disclose or produce, such designation shall
23 be made promptly after the disclosure or production of such material.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (apart from transcripts of
26 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
27 "CONFIDENTIAL" at the top or bottom of each page that contains Protected Material. If only a
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1 portion or portions of the material on a page qualifies for protection, the Producing Party also must
2 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or non-party that makes original documents or materials available
4 for inspection need not designate them for protection until after the inspecting Party has indicated
5 which material it would like copied and produced. During the inspection and before the
6 designation, all of the material made available for inspection shall be deemed "Confidential."
7 After the inspecting Party has identified the documents it wants copied and produced, the
8 Producing Party must determine which documents, or portions thereof, qualify for protection
9 under this Order, then, before producing the specified documents, the Producing Party must affix
10 the legend "CONFIDENTIAL" at the top or bottom of each page that contains Protected Material.
11 If only a portion or portions of the material on a page qualifies for protection, the Producing Party
12 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
13 margins).

14 (b) for testimony given in deposition or in other pretrial or trial
15 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the
16 record, before the close of the deposition, hearing, or other proceeding, all testimony to be
17 protected. When it is impractical to identify separately each portion of testimony that is entitled to
18 protection, and when it appears that substantial portions of the testimony may qualify for
19 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the
20 record (before the deposition or proceeding is concluded) a right to have up to 30 days to identify
21 the specific portions of the testimony as to which protection is sought. Only those portions of the
22 testimony that are appropriately designated for protection within the 30 days shall be covered by
23 the provisions of this Stipulated Protective Order.

24 Transcript pages containing Protected Material must be separately bound by
25 the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL," as
26 instructed by the Party or non-party offering or sponsoring the witness or presenting the testimony.

27 (c) for information produced in some form other than documentary, and
28 for any other tangible items, that the Producing Party affix in a prominent place on the exterior of

1 the container or containers in which the information or item is stored the legend
2 “CONFIDENTIAL.” If only portions of the information or item warrant protection, the Producing
3 Party, to the extent practicable, shall identify the protected portions.

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
5 to designate qualified information or items as “Confidential” does not, standing alone, waive the
6 Designating Party’s right to secure protection under this Order for such material. If material is
7 appropriately designated as “Confidential” after the material was initially produced, the Receiving
8 Party, on timely notification of the designation, must make reasonable efforts to assure that the
9 material is treated in accordance with the provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
12 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
13 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
14 waive its right to challenge a confidentiality designation by electing not to mount a challenge
15 promptly after the original designation is disclosed.

16 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
17 Party’s confidentiality designation must do so in good faith and must begin the process by
18 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
19 with Counsel for the Designating Party. Such challenges must be made on a document by
20 document basis. In so conferring, the challenging Party must explain the basis for its belief that
21 the confidentiality designation was not proper and must give the Designating Party an opportunity
22 to review the designated material, to reconsider the circumstances, and, if no change in
23 designation is offered, to explain the basis for the chosen designation. A challenging Party may
24 proceed to the next stage of the challenge process only if it has engaged in this meet and confer
25 process first.

26 6.3 Judicial Intervention. A Party that elects to press a challenge to a
27 confidentiality designation after considering the justification offered by the Designating Party may
28 file and serve a motion under Civil Local Rule 7, and in compliance with Civil Local Rule 79-5 if

1 applicable, that identifies the challenged material and sets forth in detail the basis for the
2 challenge. Each such motion must be accompanied by a competent declaration that affirms that
3 the movant has complied with the meet and confer requirements imposed in the preceding
4 paragraph and that sets forth with specificity the justification for the confidentiality designation
5 that was given by the Designating Party in the meet and confer dialogue.

6 The burden of persuasion in any such challenge proceeding shall be on the
7 Designating Party. Until the Court rules on the challenge, all Parties shall continue to afford the
8 material in question such protection as is consistent with the Designating Party's designation.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a non-party in connection with this case only for
12 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
13 disclosed only to the categories of persons and under the conditions described in this Order. When
14 the litigation has been terminated, a Receiving Party must comply with the provisions set forth
15 infra for return or destruction of the Protected Materials.

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons authorized under
18 this Order.

19 7.2 Disclosure of "Confidential" Information or Items. Unless otherwise
20 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
21 disclose any information or item designated Confidential only to:

22 (a) the Receiving Party's Outside Counsel of record in this action, as
23 well as employees of said Counsel to whom it is reasonably necessary to disclose the information
24 for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is
25 attached to this Order as Exhibit A;

26 (b) the officers, directors, and employees (including In-House Counsel)
27 of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
28 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters, their staffs, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; or

(g) the author of the document or the original source of the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as “Confidential,” the Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

The Receiving Party also must promptly inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the party in the other action that caused the subpoena or order to issue.

The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 The Designating Party shall bear the burdens and the expenses of seeking protection in that court
2 of its confidential material -- and nothing in these provisions should be construed as authorizing or
3 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

4 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this Stipulated
7 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party
8 of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected
9 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
10 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
11 Agreement to Be Bound" that is attached hereto as Exhibit A.

12 10. FILING PROTECTED MATERIAL

13 Without written permission from the Designating Party or a Court Order secured
14 after appropriate notice to all interested persons, a Party may not file in the public record in this
15 action any Protected Material. A Party that seeks to file under seal any Protected Material must
16 comply with Civil Local Rule 79-5.

17 11. FINAL DISPOSITION

18 Unless otherwise ordered or agreed to in writing by the Producing Party, within
19 forty-five (45) days after the final termination of this action, each Receiving Party must return all
20 Protected Material to the Producing Party. As used in this subdivision, "all Protected Material"
21 includes all copies, abstracts, compilations, summaries or any other form of reproducing or
22 capturing any of the Protected Material or portions thereof. With permission in writing from the
23 Designating Party, the Receiving Party may destroy some or all of the Protected Material instead
24 of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must
25 submit a written certification to the Producing Party (and, if not the same person or entity, to the
26 Designating Party) by the forty-five day deadline confirming that the Protected Material was
27 returned or destroyed and affirming that the Receiving Party has not retained any copies, abstracts,
28 compilations, summaries or other forms of reproducing or capturing any of the Protected Material

or portions thereof. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April __, 2007

PARISI & HAVENS LLP
David C. Parisi
Susanne Havens Beckman

By: _____
David C. Parisi

KAMBER & ASSOCIATES, LLC
Scott A. Kamber

Co-Lead Counsel for Plaintiffs

Dated: April 5, 2007

SHEARMAN & STERLING LLP
Jeffrey S. Facter
Jiyoun Chung

By: _____/s/_____
Jeffrey S. Facter

Attorneys for Defendants ATI Technologies Inc., ATI Technologies Systems Corp., ATI Research Silicon Valley Inc., and ATI Research, Inc.

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2 Dated: __ April 23, 2007 _____



Hon. Howard R. Lloyd
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Northern District of
California on _____ in the case of In re ATI Tech. HDCP Litigation, Case No. 5:06-CV-
01303 JW HRL. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Northern District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____